

CONFIDENTIAL SETTLEMENT AGREEMENT AND RELEASE

This is a Settlement Agreement between Marcos Alaquez, hereinafter referred to as the Employee, and Southwest Firetek, Inc., hereinafter referred to as the Employer. This Settlement Agreement fully and finally settles and resolves any and all claims which were asserted, or which could have been asserted, by the Employee against the Employer arising out of the Employee's employment by the Employer during the period from on or about August 15, 2008 to on or about December 20, 2013, and/or during the period from on or about April 8, 2014 to on or about May 19, 2014, including but not limited to the claims asserted by the Employee in the cause styled Marcos Alaquez v. Southwest Firetek, Inc., Civil Action No. 1:14-CV-00690-SS, now pending in the United States District Court for the Western District of Texas, Austin Division, the Honorable Sam Sparks presiding (hereinafter referenced to as "the Lawsuit").

By his First Amended Complaint, filed in the Lawsuit on October 1, 2014, the Employee, suing on his own behalf and on behalf of all present and former similarly situated employees, alleged that the Employer failed to pay him overtime compensation at a rate one and one-half times his regular rate of pay, and discharged him from his employment in retaliation for his complaint to the Employer that the Employer was not properly paying him overtime compensation. The Employer denies those allegations, and continues to deny those allegations, and nothing contained in this Settlement Agreement shall be construed as an admission of those allegations or as an admission of any liability on the part of the Employer.

The Employee has not moved for conditional certification of the Lawsuit as a collective action, and, by entering into this Settlement Agreement, the Employee waives and abandons any such claim or cause of action.

After conducting adequate discovery herein, the parties have now reached an agreement to

compromise and settle the Employee's individual claims against the Employer, as set forth below.

In consideration of the Employee's agreement to dismiss, with prejudice, all claims he has asserted in the Lawsuit against the Employer, including his claims for overtime compensation, retaliatory discharge, back pay, front pay, damages, liquidated damages, attorney's fees, expert witness fees, court costs and interest, and in further consideration of the Employee's agreement to release and forever discharge the Employer from any and all claims arising out of his employment with the Employer and/or the termination of his employment by the Employer, the Employer agrees to pay to the Employee, and to the Employee's attorney of record, Mr. Adam Poncio, Poncio Law Offices, P.C., the total amount of \$15,000.00, payable as follows, immediately following the Court's approval of this Settlement Agreement: \$7,500.00 shall be paid to the Employee, Marcos Alaquez, and \$7,500.00 shall be paid to Mr. Poncio.

In consideration of the Employer's agreement to pay the total amount of \$15,000.00, the Employee agrees to dismiss, with prejudice, all claims and/or causes of action asserted by him, or which could have been asserted by him, against the Employer in the Lawsuit, including but not limited to his claims for overtime compensation, retaliatory discharge, back pay, front pay, damages, liquidated damages, attorney's fees, expert witness fees, court costs, and interest, and hereby waives, releases and forever discharges the Employer from any and all claims he has or may have against the Employer, whether known or unknown, arising out of or in any way related to his employment with the Employer and/or the termination of his employment by the Employer.

The parties also agree that, upon execution of this Settlement Agreement by all parties or their authorized representatives, a Motion will be made to the Court in which the Lawsuit is pending to approve this Settlement Agreement and to dismiss the Lawsuit, with prejudice.

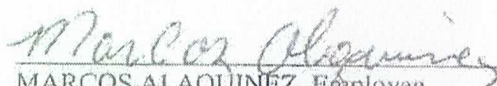
The parties agree to keep the existence and terms of this Settlement Agreement confidential, and agree not to disclose the existence or terms of this Settlement Agreement to anyone, other than their spouses, attorneys or tax advisors.

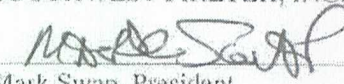
Both parties agree not to disparage the other, and agree that, if they are asked how the Lawsuit was resolved, the response will be, "The case was settled to the mutual satisfaction of both parties."

Both parties acknowledge and agree that they have been competently represented by counsel in reference to the Lawsuit, and in reference to this Settlement Agreement, and understand the nature and effect of signing this Settlement Agreement. Both parties acknowledge and agree that they have signed this Settlement Agreement knowingly and voluntarily, and without reliance upon any representation or promise other than those set forth herein.

The Employer makes no representation to the Employee regarding the tax liability, if any, of the Employee in relation to the amounts paid pursuant to this Settlement Agreement, and the Employee agrees that he is solely responsible for any such tax liability.

SIGNED this 18 day of March, 2015.


MARCOS ALAQUINEZ, Employee

SOUTHWEST FIRETEK, INC., Employer
By: 
Mark Swap, President